

## **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

**THIS PROJECT IS FUNDED IN PART BY THE FLORIDA DEPARTMENT OF TRANSPORTATION  
FINANCIAL PROJECT NO. 42053429401.**

### **2.1 PURPOSE**

The purpose of this solicitation is to upgrade the existing Barco Video Wall at PortMiami to the new technology platform that is now standard for Barco and to provide ongoing maintenance and support services to maintain the system for PortMiami. The upgrades shall include the upgrade of the video wall light-engines from legacy lamp based system to the new LED light-engines for each display cube; upgrade of the current Transform A (analog) Video Wall processor to the new Transform N (network) platform; provide and install additional licenses that allow collaboration and multiple views. The Bidder shall provide onsite software configuration and end-user training.

### **2.2 TERM OF CONTRACT THREE (3) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

### **2.3 METHOD OF AWARD**

Award of this contract will be made to the lowest priced responsive and responsible Bidder who submits an offer on all items in the solicitation and whose offer represents the lowest price when all items are added in the aggregate as per the specifications outlined in Section 3.0. If the Bidder fails to submit an offer on all items, its overall offer may be rejected.

### **2.4 CERTIFICATIONS**

In order to be considered for award of this solicitation, Bidder(s) must be an authorized Barco reseller that is set-up to purchase directly from Barco. Bidder(s) are advised that along with their bid submittal, an authorized letter or other supporting documentation from Barco must be included confirming the current status of the firm as an authorized Barco reseller.

Bidder(s) must have certifications (proof) that they have attended all required training classes provided by Barco related to Barco LED Light-Engine Upgrades, Transform N Processor upgrades and CMS Collaborative Software Implementations/Upgrades and can show proficiency in all areas required for this work. If certification documents cannot be provided, Bidder may (at their cost and discretion) provide a letter from Barco (signed by an Executive VP or Director) stating that their company has the necessary proficiency to perform the work outlined in this scope.

Bidder(s) must have a minimum of one (1) software engineer capable and experienced in customizing CMS (Content Management Software) to interface with other third-party software and/or enhancing the features of CMS through the Barco provided API (Application Program Interface). Bidders must provide a resume and/or other supporting documentation demonstrating that they currently employ a software engineer.

The Successful Bidder must maintain the above requirements during the term of the resultant contract and any extensions exercised by the County. Bidder(s) certification status may be subject to further verification with the manufacturers.

**2.5 PRICES**

If the Bidder is awarded a contract under this solicitation, the prices offered by the Bidder shall be accepted in accordance with the provisions established in Section 3.0 of this solicitation entitled "Technical Specifications" and remain fixed and firm throughout the resultant contract term.

**2.6 "EQUAL" PRODUCT CANNOT BE CONSIDERED**

The specific items listed in Section 3.3, "Equipment to be Provided," are the only products that will be accepted under this solicitation because these items are formally approved/authorized by PortMiami. "Equal" products shall not be considered.

**2.7 METHOD OF PAYMENT: LUMP SUM PAYMENT AFTER WORK IS COMPLETED**

Upon delivery and completion of all Equipment and completion and acceptance of the work required in conjunction with this contract, the Successful Bidder shall submit one lump sum invoice that reflects the total value of the contract. This invoice shall be submitted to the County user department(s) that accessed the contract through a purchase order.

**2.8 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a Bidder provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at the Bidder's expense, to the Bidder. At the County's own option, the Bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.9 COMPLIANCE WITH U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

Since the goods, services and/or equipment that will be acquired under this solicitation will be purchased in part or in whole with a Florida Department of Transportation, Cargo Security Gateway Grant, the awarded Bidder is hereby directed to the requirements of the State of Florida Office of the Governor Executive Order No. 11-02. The awarded Bidder hereby agrees to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons assigned or authorized by the awarded Bidder to perform work pursuant to the Contract with the County.

**2.10 EXEMPTION FROM CERTAIN CLAUSES**

Due to the funding sources applicable to the resultant contract, the following clauses shall not apply:

- Section 1.11 (Local Preference)
- Section 1.28 (Office of the Inspector General fee) – To the extent that the resultant contract shall be exempted from the one quarter (1/4) of one (1) percent deduction.

- Section 1.36 (County User Access Program)
- Section 1.44 (Small Business Enterprises (SBE) Measures)
- Section 1.45 (Local Certified Veteran's Business Enterprise Preference)

## **2.11 PROTECTION OF SOFTWARE**

**Proprietary Information.** The Successful Bidder acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

**Proprietary Rights.** The Successful Bidder hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Successful Bidder hereunder, including all copyright and other proprietary rights therein, which the Successful Bidder as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under the resultant Contract.

Successful Bidder hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, including any and all customizations or modifications thereto, and any related Documentation provided to County under the resultant contract.

**No Reverse Engineering.** The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

## **2.12 SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **2.13 WARRANTIES**

**Ownership.** The Contractor represents that it is the owner of the entire right, title, and interest in and to the equipment, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

**Limited Warranty.** Contractor represents and warrants to the County that the Software, when properly installed by the County on the Designated Equipment, will perform substantially as described in Licensor's then current Documentation.

**Limitations.** Notwithstanding the warranty provisions set forth in Section 15.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Equipment, which are the result of accident, abuse, misapplication, or extreme power surge.

**Software Warranty.** Contractor warrants for the Initial one year warranty period that the licensed Software shall perform in material accordance with the Documentation current as of the effective date.

Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

The Services shall be performed in a professional manner in accordance with generally accepted industry standards for the software consulting industry. Contractor shall use reasonable commercial efforts to complete the Services in accordance with the applicable SOW. Timely completion of the Services, however, may depend on factors outside the control of Contractor. If the Services fail to comply with this warranty, County shall promptly notify Contractor in writing within thirty (30) days following performance of the Services. The notice from County shall specify in reasonable detail any alleged non-conformities in the Services and reasonable requirements for acceptance of the Services. Upon such notice, Contractor shall, as County's sole and exclusive remedy, promptly re-perform any such Services in accordance with this Agreement. This warranty is effective for thirty (30) days following completion of the Services.

## **SECTION 3 – TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF SERVICES**

The purpose of this solicitation is to upgrade the existing Barco Video Wall at PortMiami to the new technology platform that is now standard for Barco for and provide ongoing maintenance and support services to maintain the system for PortMiami. The upgrades shall include the upgrade of the video wall light-engines from legacy lamp based system to the new LED light-engines for each display cube; upgrade of the current Transform A (analog) Video Wall processor to the new Transform N (network) platform; provide and install additional licenses that allow collaboration and multiple views. The Bidder shall provide onsite software configuration and end-user training.

### **3.2 REQUIREMENTS**

The Bidder will be required to:

*Upgrade light-engines (changing light sources from lamp (bulb) based to LED technology).*

1. Procure all necessary equipment associated with the light engines upgrade.
2. Remove existing amp based light engines.
3. Installation of new LED light engines.
4. Provide all necessary cabling and hardware to complete the installation of the LED light engines.

*Upgrade Video Wall Processor (moving from analog video processor to network based video processor).*

1. Procure all necessary equipment associated with the upgrade from the Transform A system to the Transform N system.
2. Install all equipment.
3. Configure new equipment to function with existing equipment (that is not part of upgrade).
4. Provide all necessary cabling and hardware to complete the installation of the Transform N System.

*Upgrade of CMS (Content Management Software)*

1. Procure all necessary software licenses.
2. Install new license on application workstations.
3. Configure new software and functions.
4. Provide software end-user training.

Labor and services for installation shall include system design, testing/setting of systems; cabling, connectors, labeling, vented plates, terminal strips, lacing bars, etc.; on-site installation, wiring, coordination, final system testing and acceptance; all applicable insurance, permits and licenses as may be required by law.

### **3.3 EQUIPMENT (HARDWARE & SOFTWARE) TO BE PROVIDED FOR UPGRADE**

The Barco Video Wall is comprised of the following major software and hardware elements. The equipment and services to be provided are listed below. Per Section 2, paragraph 2.6, the items listed below are the only products that will be accepted; equal products shall not be considered.

| Item/Description  | Qty | Manufacturer      | Model/Part #    |
|---|-----|-------------------|-----------------|
| Overview LED (OVL) 50"  | 18  | Barco             | R9846200        |
| Barco Wall Control Manager (BCMC)   | 1   | Barco             | R9843790        |
| OVL Series: Sense6 Color Management License   | 18  | Barco             | R9847700        |
| Transform N Central Server  | 1   | Barco             | R9835100        |
| Transform N – SE NGP-400 Custom Configuration   | 1   | Barco             | R9838400        |
| DX4 1-to-4 DVI Splitter   | 6   | Barco             | R766212         |
| 6 Channel DL-DVI Output   | 1   | Barco             | CGPNGP400-D6    |
| 64GB Main Memory  | 1   | Barco             | CGP-NGP400-64GB |
| 2m DVI-D&trade; M/M Dual Link Digital Video Cable (6.6ft)   | 2   | Cables to Go      | 26911           |
| CMS Software Care   | 1   | Barco             | R9805137        |
| TFN CMS 2 Display License   | 3   | Barco             | R9832698        |
| TFN CMS2 Sidebar License  | 5   | Barco             | R9832699        |
| TFN CMS2 Viewer License   | 16  | Barco             | R9832702        |
| Miscellaneous Hardware (cabling, connectors, labeling, unistrut, vented plates, terminal strips, lacing bars, etc.) | 1   | Successful Bidder | Various         |
| Labor and Services  | 1   | Successful Bidder |                 |

### 3.4 **SERVICE SUPPORT/MAINTENANCE:**

Bidder shall provide PortMiami with three (3) years of service support/maintenance to include:

1. Unlimited Helpdesk Support (Monday – Saturday).
2. Dedicated Toll-Free support number.
3. 2-Hour call back guarantee
4. 2-Day guarantee onsite response (when needed).
5. One Annual Preventative Maintenance.
6. Replacement parts coverage.
7. Unlimited Onsite Coverage (travel included).
8. Priority Queuing.
9. Periodic Training/Retraining.
10. Firmware/Software updates.
11. Error corrections, bug fixes, patches or other updates